

1. To: Puerto Rico North Carolina Florida	2. Job Order Number: 850976	
4. From: Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	3. Employer Name: On Site Ag Services 5. OES Job Code, Title and Number of Positions Available 45-2092.02 200 positions Farmworker, Tomatoes	
6. Please note the following concerning the above job order: The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
7. By: (ES Agency Representative) Kendal Shaver	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 434-984-7640
8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



**U.S. Department Labor
Employment and Training Administration**

OMB Control No. 1205-0134
Expiration Date: October 31, 2015

**Agricultural and Food Processing Clearance Order ETA Form 790
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos**

(Print or type in each field block – To include additional information, go to block # 28 – Please follow Step-By-Step Instructions)
(Favor de usar letra de molde en la solicitud – Para incluir información adicional vea el punto # 28 – Favor de seguir las instrucciones paso-a-paso)

1. Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal):

OnSite Ag Services, Inc.
359 S. Commerce Avenue
Sebring, FL 33870

a) Federal Employer Identification Number (FEIN) / Número federal de Identificación del Empleador:

46-5971697

b) Telephone Number / Número de Teléfono:

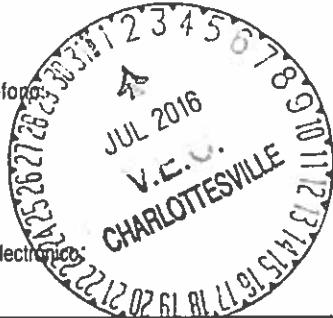
863-382-7502

c) Fax Number / Número de Fax:

863-382-7637

d) E-mail Address / Dirección de Correo Electrónico:

ricky@onsitesvcs.net



2. Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo:

Eastville Farm: 4300 Old Town Neck, Cape Charles, VA 23510
Outten Farm: 6407 Wilsonia Neck Rd, Machipongo, VA
Outten East Farm: 12300 Machipongo Ln, Machipongo, VA
Drewer Farm: 13348 Indian Trail Rd, Painter, VA 23420 Duer
Farm: 14411 Indian Trail Rd, Painter VA 23420 Kilmon Farm:
15500 Valley Dale Ln, Bellehaven VA 23306 Virginia Farm:
22246 Stone House Rd, Onley VA 23418 Bull Farm: 24085
Curtis Neck Rd, Accomac, VA 23301 Wessells Farm:
Matthews Rd, Bloxom, VA 23308

See attachment item #2 for directions and additional worksites.

3. Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda:

Housing Unit I is located at the Dennis Drive Labor Camp:
18154, 18156 Homestead Road & 26275, 26277, 26285, 26287,
26291, 26293, 26299, 26301, 26305, 26307, 26315, 26317,
26325, 26327, 26324, 26326, 26278, 26280, 26296, 26298
Greenblar Circle, Parksley, VA 23421.

See attachment item #3 for additional directions to housing.

a) Description of Housing / Descripción de la vivienda:

See attachment item #3A for description of housing.

**Nos. 4 through 8 for STATE USE ONLY
Números 4 a 8 para USO ESTATAL**

4. SOC (O*NET/OES) Occupational Code / Código Industrial:

45-2092.02

a. SOC (ONET/OES) Occupational Title / Título Ocupacional

Farmworker, Tomato

5. Job Order No. / Num. de Orden de Empleo:

850976

~~850976~~

6. Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono):

25036 Lookout Hwy (434) 302-2231

Onley, VA 23418
a. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya el número de teléfono de su línea directa):

Luis Echevarría (757) 302-2031

Soraya Buckner (757) 302-2017

7. Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo:

7/5/2016

8. Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo:

8/17/2016

9. Anticipated Period of Employment / Período anticipado o previsto de Empleo:

From / Desde: 06/19/2016

To / Hasta: 10/15/2016

10. Number of Workers Requested / Número de Trabajadores Solicitados:

200

11. Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 40

Sunday / Domingo 0

Thursday / Jueves 7

Monday / Lunes 7

Friday / Viernes 7

Tuesday / Martes 7

Saturday / Sábado 5

Wednesday / Miércoles 7

12. Anticipated range of hours for different seasonal activities. / Rango previsto de horas par alas diferentes actividades de la temporada: 7am - 3pm

Hours worked each day will be determined by the crop, weather and market.

13. Collect Calls Accepted from: / Aceptan Llamadas por Cobrar de:

Employer / Empleador:

Yes / Sí ☐ No ☒

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describa cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador, o proporcionar gratuitamente instalaciones para cocinar.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their respective residences. Housing is not provided to non-workers. Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals.

See attachment Item #14 for more detail.

15. Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para más detalles.

Interested candidates are to contact their local State Workforce Office. Referrals from the SWA may be mailed to 359 S. Commerce Avenue, Sebring, FL 33870 or faxed to 863-382-7637. Referrals will be accepted M-F 8:00am - 5:00pm

Walk-ins and referrals to apply: 15141 Finney Mason Ln, Mapsville, VA 23407.

Sara Garcia 757-824-5006

See attachment Item #15 for more detail.

16. Job description and requirements / Descripción y requisitos del trabajo:

The farmwork position includes duties associated with the harvesting of tomatoes and melons.

See attachment item #16 for more detail.

1. Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 3 no experience required

2. Check all requirements that apply:

- ☐ Certification/License Requirements / Certificación/Licencia Requisitos
- ☐ Driver Requirements / Requisitos del conductor
- ☐ Employer Will Train / Empleador entrenará o adiestrará
- ☐ Extensive Sitting / Estar sentado largos ratos
- ☒ Exposure to Extreme Temp. / Expuesto a Temperaturas Extremas
- ☒ Lifting requirement / Levantar o Cargar 50 lbs./libras
- ☒ Repetitive Movements / Movimientos repetitivos

- ☒ Criminal Background Check / Verificación de antecedentes penales
- ☒ Drug Screen / Detección de Drogas
- ☒ Extensive Pushing and Pulling / Empujar y Jalar Extensamente
- ☒ Extensive Walking / Caminar por largos ratos
- ☒ Frequent Stooping / Inclinandose o agachándose con frecuencia
- ☐ OT/Holiday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Si	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidad(es)	Pagos Especiales (Bono, etc.)	Deducciones			/ /
Tomatoes	\$ 10.72	\$ see attachment		Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
Melons	\$ 10.72	\$ see attachment		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

The employer will make the following deductions from the workers wages: FICA taxes and federal income tax withholdings as required by federal, state, and local law.

See attachment Item #18 for more detail.

19. Transportation Arrangements / Arreglos de Transportación

After the worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place of recruitment to the place of work if such costs are borne by the worker.

See attachment Item #19 for more detail.

20. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda, y/o pagarle a los trabajadores para este(os) tipo(s) de cosecha(s)? Yes / Si ☒ No ☐

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Si," cuál es el salario que le paga al Contratista de Trabajo Agrícola por cada actividad?

21. Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Si ☒ No ☐

22. Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador: Yes/Si ☒ No ☐

23. Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Si ☒ No ☐

24. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None / Ninguno

25. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None / Ninguno

26. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Curtis Donovan - OnSite Ag Svcs. President

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador


Employer's Signature / Firma y Título del Empleador

11/28/2016
Date / Fecha

READ CAREFULLY, in view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

LEA CON CUIDADO, En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las órdenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractuales a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

28. Use this section to provide additional supporting information (including section Box number). Include attachments, if necessary. / Utilice esta sección para proporcionar información adicional de apoyo; incluya el número de la sección e incluya archivos adjuntos, si es necesario.

See attachment for additional details regarding this job order.

20 CFR 653.501
Assurances

INTRASTATE AND INTERSTATE CLEARANCE ORDER

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

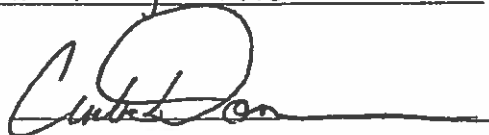
The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name On Site Ag Services Date: 1/28/2011

Employer's Signature



Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.

Item 2:*Address and Directions to Worksite*

The OnSite Ag Services, Inc. main office is located at 359 S. Commerce Avenue, Sebring, FL 33870. No work will be performed at this location.

Worksite locations include:

Eastville Farm: 4300 Old Town Neck, Cape Charles, VA 23510

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.8 miles turn left onto US-13 S. In 25.4 miles take slight right onto US-13 BUS S. in 0.5miles turn right onto Old Town Neck Dr. Destination will be on the left.

Outten Farm: 6407 Wilsonia Neck Rd., Machipongo, VA 23405

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.8 miles turn left onto US-13 S. In 23 miles turn right onto Wilsonia Neck Dr. In 66ft turn left to stay on Wilsonia Neck Dr. Destination will be on the right.

Outten East Farm: 12300 Machipongo Ln., Machipongo, VA 23405

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.8 miles turn left onto US-13 S. In 22.4 miles turn left onto County Rd 626. In 312ft turn left onto Machipongo Dr. In 341 ft turn left onto Machipongo Ln.

Drewer Farm: 13348 Indian Trail Rd., Painter, VA 23420

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.8 miles turn left onto US-13 S. In 8.0 miles turn right onto Wayside Dr. In 0.4 miles continue onto State Rte 614. In 1.6 miles turn left onto State Rte 613. Destination will be on the left.

Duer Farm: 14411 Indian Trail Rd., Painter, VA 23420

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.8 miles turn left onto US-13 S. In 8.0 miles turn right onto Wayside Dr. In 0.4 miles continue onto State Rte 614. In 1.6 miles turn left onto State Rte 613. Destination will be on the right.

Kilmon Farm: 15500 Valley Dale Ln., Bellehaven, VA 23306

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles turn right onto VA-126 W/Fairgrounds Rd. In 1.4 miles turn right onto Market St. In 0.6 miles turn left onto State Rte 718/Hill St. Continue onto VA-178 S. In 6.2 miles your destination will be ahead.

Virginia Farm: 22246 Stone House Rd., Onley VA 23418

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 5.8 miles continue onto US-13 BUS S/Coastal Blvd. In 1.4 miles turn left onto State Rte 789/E Main St. In 1.3 miles turn left onto State Rte 647. Destination will be 0.5 miles ahead on the right.

Bull Farm: 24085 Curtis Neck Rd., Accomac, VA 23301

From the housing unit in Parksley, VA head northwest on Bennett St toward Dunne Ave. In 312ft turn left onto VA-316 S/Greenbush Rd. In 3.2 miles turn left onto State Rte 764 / Accomac Rd. In 1.2 miles continue onto Courthouse Ave. In 0.5 miles turn left onto Front Street. Destination is ahead.

Wessells Farm: Matthews Road, Bloxom, VA 23308

Head southeast on VA-176 E/Bennett St toward Mill Rd. In 2.5 miles turn left onto US-13 N. In 6.4 miles turn right onto State Rte 769. In 0.5 miles turn left onto Chester St. In 322 ft turn left onto Matthews. Destination is 121 ft ahead.

Item 3:

Address and Directions to Housing

Housing Unit I is located at the Dennis Drive Labor Camp: 18154, 18156 Homestead Road & 26275, 26277, 26285, 26287, 26291, 26293, 26299, 26301, 26305, 26307, 26315, 26317, 26325, 26327, 26324, 26326, 26278, 26280, 26296, 26298 Greenblar Circle, Parksley, VA 23421.

Item 3A:

Description of Housing

Housing Unit I (approved capacity 200 persons) is comprised of block structures built specifically for compliance with the DOL OSHA standards set forth in 29 CFR 1910.142. The units possess beds, showers, lavatories, and space for storing personal items. There is a shared kitchen with ample cooking and refrigeration, provided appliances, a common dining area and laundry facilities. All utilities are provided free of charge. Employees residing in the housing may have mail directed to a designated address. Telephones are also provided at each housing unit but the employer will not accept collect calls.

Item 14:

Board Arrangements

Housing is provided at no cost to workers who are not reasonably able to return the same day to their respective residences. Housing is not provided to non-workers. Employer will furnish free and convenient cooking and kitchen facilities so that workers may prepare their own meals. No charge will be made for the provided beds, appliances, cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Employer will provide (on a voluntary basis) weekly transportation to assure workers access to stores where they can purchase groceries. If both male and female workers are hired, separate toilet and shower facilities are available and will be provided by the employer. There is no family housing provided.

Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Before occupancy, housing shall be in compliance with OSHA standards set forth in 29 CFR 1910.142. If there is a problem with the housing, it is the worker's responsibility to mention it to the employer. If for any reason rental housing is required, these facilities would also comply with local and state health and safety standards.

Reasonable repair cost of damage, other than that caused by normal wear and tear, will be charged to the workers found to be responsible for the damage to housing or furnishings. The employer retains possession and control of the housing premises at all times. Workers who are provided housing under the terms of the work contract shall vacate the housing promptly upon termination of employment.

OnSite Ag Services, Inc. requests conditional access into the Interstate and Intrastate Clearance System and assures that the worker housing will meet the applicable Federal Standards in advance of the date of need reflected on the attached ETA Form 790.

Item 15:

Referral Information

Interested candidates are to contact their local State Workforce Agency (SWA). Candidates should be fully apprised by the local SWA office of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability, legality to work in the US, and who are willing, able and qualified to perform the job duties may fax referrals to 863-382-7637 or mail them to 359 S. Commerce Avenue, Sebring, FL 33870. The office holder is the Virginia Employment Commission located at 2211 Hydraulic Road, Charlottesville, VA 22901 Phone: 1-804-786-6094. Applicants referred on this job order should be advised that they must possess legal, suitable documents to complete Form I-9 as required by USCIS and the Department of Homeland Security.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer, ~~possess 3 months experience hand harvesting fruits and vegetables with verifiable sources~~, be subject to a post hire background check at no expense of their own and pass a post-hire free of charge drug test. These steps are intended to ensure that the safety of the work environment and end consumer is not compromised as mandated by the Global G.A.P Audit, the FDA Food Safety Modernization Act (FSMA) and the USDA Good Agricultural Practices & Good Handling Practices Audit. Convictions of criminal conduct that present a potential compromise of food security in accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 will be cause for discharge. The employer may terminate the worker (foreign and/or domestic) with notification to the employment service if employer discovers a criminal conviction record or status as a registered sex offender that employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.

Item 16:*Job Description*

The farm work position includes duties associated with the harvesting of cantaloupe, honey dew, and tomatoes. This work can require standing, walking, stooping, bending, and lifting up to 50 pounds for long periods of time outdoors in all weather conditions. It also includes making important decisions based on size, coloring, and ripeness according to prescribed standards.

This work requires adherence to important food safety and quality standard operating procedures and the ability to work quickly and consistently alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers and of the consumers who will purchase and consume the fresh produce grown, harvested, packed, and shipped from the farm.

Job Specifications

Tomatoes: Farm work duties will include harvesting and tying round, roma, grape, and cherry tomatoes and pulling plastic. When the worker pulls plastic from tomato fields, they are to specifically leave it in the walkways and not bail nor load the plastic. Harvest primarily consists of harvesting tomatoes by hand. Each bucket will need to be filled and delivered to the truck in the field. Workers must use care when performing their farm work duties and exercise consciousness to not damage or bruise the fruit and vegetables. Workers must adhere to all safety rules as instructed by their supervisors and all farm work operations must meet the standards and specifications given by the employer. Workers will be assigned a row or series of rows and required to select and pick produce according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into containers, taking care to avoid damage or bruising.

Cantaloupe & Honeydew: Workers will be required to turn cantaloupe and honeydew vines from drive-rows. Instruction will be given for each task and standards of performance communicated to worker. Workers will be assigned a row or series of rows to harvest and required to select and pick produce

according to criteria outlined and demonstrated by managers such as size, coloring, and ripeness. They will be responsible for in-field grading and discarding of poor quality, rotting, and/or over-ripened produce. Workers will gently load the good quality produce into containers, taking care to avoid damage or bruising. When the worker pulls plastic from cantaloupe and honeydew fields, they are to specifically leave it in the walkways and not bail nor load the plastic.

Workers will pull plastic in fields for all crops they are to specifically leave it in the walkways and not bail nor load the plastic. Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations. Workers are exposed to wet weather early in the morning and heat throughout the day while working in the fields. Temperatures may range from 10 to 110 F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Workers will report to work at the designated time and place as directed by the grower each day. The standard work is 7 hours per day. In peak periods of seasonal crop demands, employees may be requested but not required to work up to 12 or more hours per day and/or on the Sabbath or Federal holidays depending upon the conditions in the fields, weather, orders, and maturity of the crop. Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur any time throughout the season.

All operational specifications can change during the season due to crop or market condition. Workers will be expected to conform to the specific instructions given for each day's work. A farm manager, supervisor, or a designated employee will provide instructions and general supervision. The grower or supervisor will make daily individual work assignments, team or crew assignments, and determine location of work as the needs of the operation dictates. Workers may be assigned a variety of duties in any given day and different tasks on different days.

Person seeking employment as a farm laborer must be available for the entire period requested by the employer and ~~possess 3 months experience hand harvesting produce~~. Successful applicants will be subject to a trial period of up to 2 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated.

All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipient's performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order.

Item 18:

Wage Rates, Special Pay Information and Deductions

The Adverse Effect Wage Rate, the prevailing hourly wage rate, the piece rate, the agreed upon collective bargaining rate, or the federal or state minimum wage rate, whichever is greatest, will be the minimum rate of pay. At the time of submission of this order, the applicable wage is \$10.72/hour. OnSite Ag Services, Inc. assures that if a change in the AEWR, prevailing hourly wage rate, or federal minimum wage rate requires an increase in the guaranteed minimum, such increase will be paid as of the effective date of the increase.

Piece Rates for tomatoes will be as follows:

Round Tomato: \$0.65 per Bucket
Roma Tomato: \$0.75 per Bucket
Grape Tomato: \$4.00 per Bucket
Cherry Tomato: \$2.50 per Bucket
Honeydew: \$7.15 per 650lb bin (10 workers per crew)
Cantaloupe: \$7.15 per 650lb bin (10 workers per crew)
Tying: \$0.60 per 100ft
Pulling Plastic: \$1.00 per 100ft

~~The minimum productivity standard for each crop will be as follows:—~~

~~Round Tomato: 16 buckets per hour
Roma Tomato: 14 buckets per hour
Grape Tomato: 2.5 buckets per hour
Cherry Tomato: 4 buckets per hour
Honeydew & Cantaloupe: 15 bins per hour~~

In all cases, the guarantee of not less than the AEW of \$10.72 per hour for all hours worked in the payroll period will apply. These minimum rates may be adjusted upward at the sole discretion of the employer to account for adverse conditions. If the worker's piece rate earnings for a pay period result in average hourly earnings of less than the guaranteed minimum, the worker will be provided make-up pay to the guaranteed minimum rate.

The employer will make the following deductions from the worker's wages: FICA taxes and federal income tax withholdings as required by Federal, State, and local law for applicable domestic workers, cash advances and repayment of loans, repayment of overpayment of wages to the worker, recovery of any loss to the employer due to the worker's damage (beyond normal wear and tear) or loss of equipment or damage to housing where it is shown that the worker is responsible and any other deductions expressly authorized by the worker in writing. No deductions will be made which would bring the employee's hourly wage below the Federal Minimum Wage. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.

Payroll Periods will be once weekly and workers will be paid on each pay period and will be provided with an earnings statement that is in accordance with 20 CFR 655.122[k]. The employer will also comply with 20 CFR 655.122[j].

First Week Wage Guarantee

Employer will provide a worker referred through the interstate clearance system 40 hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the order holding office no later than 10 days before the date of need. If employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the clearance system \$428.80, for the first week starting with the originally anticipated date of need. Employer will require worker to perform alternative work if the guarantee cited in this section is invoked. The employer guarantees that the worker's compensation policy will be valid throughout the entire contract period.

If a worker referred through the interstate clearance system fails to notify the order-holding office of continued interest in the job no sooner than 9 days and no later than 5 days before the date of need, the worker will be disqualified from the above-mentioned assurance.

Three-fourths Guarantee

Employer guarantees to offer employment for a minimum of $\frac{3}{4}$ of the workdays of the total specified period during which the work contract and all extensions thereof are in effect, beginning with the first day after worker arrives at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God termination, the $\frac{3}{4}$ guarantee period ends on the date of termination. Whether such an event constitutes a contract impossibility will be determined by the CO.

Item 19:

Transportation Information

After a worker has completed fifty percent of the work contract period, the employer will reimburse the worker for the cost of transportation and subsistence from the place the worker came from to the place of work, if such costs are borne by the worker.

The employer will not repay transportation for workers that do not have legal, suitable documents to comply with DHS/USCIS (Form I-9), are discharged for lawful job-related reason, apply for employment knowingly unable to perform the job activities, or who abandon employment. This benefit is not applicable to local workers who are not eligible for employer-provided housing.

Upon completion of the work contract, the employer will pay economic costs of a worker's subsistence and return transportation to the place of recruitment, except when the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, the employer will then only pay for the transportation to the next job.

The amount of such transportation payment will be equal to the worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. The employer reserves the right to charter or to otherwise arrange transportation to the point of recruitment, or to offer any combination of payment, chartered and/or arranged transportation to the point of recruitment. If the employer arranges transportation, and the worker does not use that transportation, the worker will be reimbursed only the cost of the employer arranged transportation. Employees eligible for reimbursement under the program will be provided subsistence reimbursement.

The amount of subsistence payment shall be no less than the amount permitted under the current Consumer Price Index as indicated in 20 CFR 655.122(h)(1). The current minimum subsistence rate is \$12.09 per day. The subsistence reimbursement will be the amount the employer would charge for providing the worker three meals per day of \$12.09 per day OR workers providing receipts will be reimbursed up to the amount authorized by the Continental United States per diem rate of \$51.00, as computed by the GSA method. Payments will be made based upon the date of publication of the H-2A Program Allowable Meal charges in the Federal Register.

The employer will provide transportation and subsistence under this agreement to the workers whose services are no longer required for reasons beyond the control of the employer due to fire, hurricane, or other Acts of God which makes fulfillment of the contract impossible, with the exception if a worker is displaced by a U.S. worker under the Fifty Percent Rule. This benefit does not apply to workers who voluntarily quit employment before the end of the contract, miss 5 consecutive work days without the employer's consent that constitutes abandonment of employment, or who are terminated for cause. The employer will notify the Department of Labor if an employee has abandoned the job or has been terminated for cause.

The employer will provide free transportation between the employer's housing and the worksite for any worker who is provided housing. The use of transportation by the worker is voluntary, and no worker will be required as a condition of employment to utilize the transportation offered by the employer.

Additional Information

Terminations

The employer may terminate the worker with notification to the Employment Service if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired; (b) commits serious acts of misconduct; or (c) fails, after completing any training or break-in period, to reach production standards when production standards are applicable. The employer may discipline the worker including requiring the worker to leave (without pay) the field for a period determined by the foreman, unpaid suspension from employment for up to three days, or termination of employment. Workers will be terminated or disciplined for failure to follow work rules (see attachment). The process for terminating a worker will be as follows, first a verbal warning, next a written warning and finally termination.

Farm supervisors will track workers' productivity throughout the H-2A contract on a daily basis. A ~~worker who is not able to meet the production standards established within the H-2A contract will be subject to progressive discipline.~~ The farm supervisor will provide a verbal warning which will be issued on the first day a worker does not meet production standards. If the worker's performance does not improve to the standards set forth above within a week after the initial verbal warning, the worker will receive a written warning and be placed on probation by the Company's Human Resources Manager, Farming Operations & H2A Compliance, N.A.

Probation:

- If a worker is placed on probation, the worker's productivity will be monitored on a daily basis using the data collection procedure described above. If a worker is not able to meet production standards for two (2) consecutive workdays, the worker will be issued a Final Written Warning.
- If a worker receives a Final Written Warning, the worker's productivity will be measured for an additional three (3) consecutive workdays. If the worker is not able to meet the production standard set forth above within this final three (3) day probationary period, the workers will be **terminated**.
- Meeting the production standard set forth above, at any stage of the progressive discipline process will remove the worker from probation.
- If a worker is subject to a second final warning due to not meeting production standards set forth above, the worker will be subject to further discipline up to and including **termination**.

If a worker is terminated, the employee loses the right to housing and must vacate the housing within three (3) days in accordance with the Company's Housing Occupancy Rules. As provided by the U.S. Department of Labor regulations, the terminated worker will be responsible for all expenses in returning to Mexico. Once the worker is terminated, U.S. Department of Homeland Security regulations require that the worker return to Mexico within ten (10) days. The Company shall advise the U.S. Department of Labor of the worker's terminated status within two (2) days of the termination date. A worker that is terminated due to lack of production shall not be eligible for re-hire for a minimum period of one (1) year.

Employer Furnished Tools and Equipment

The employer will furnish, without costs, all tools, supplies, or equipment required in the performance of work. The employer will charge the worker for reasonable cost related to the worker's refusal or negligent failure to return any property furnished by the employer or due to such worker's willful damage or destruction of such property.

Acclimatization

The acclimatization period for all crop activities is 2 days starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues. After completion of the acclimatization period, workers are to keep up with fellow employees and not detrimentally affect other workers' productivity.

Injuries

The employer will provide Workers Compensation Insurance at no cost to the worker, covering injury and disease arising out of, and in the course of, the worker's employment. The employer assures that workman's compensation will be in place and valid for the duration of the contract.

Employer Obligation If Employment Extended

No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the worker.

Terms and Condition Changes

The employer will expeditiously notify the order-holding office or State agency by telephone, email, or written correspondence immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.

Outreach Workers

Outreach workers shall have reasonable access to the worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.

Contract Impossibility

The employer will terminate the work contract of any worker whose services are no longer required due to fire, weather, or an act of God. In the event of such termination, the employer will be bound by the three-fourths guarantee from the first work day after arrival to the date of termination. The employer will attempt transfer the employee to comparable work acceptable by the employee consistent with existing immigration as applicable. If such transfer is not affected, the employer must: (1) Return the worker at the employers' expense to the place the worker came from to work for the employer, or transport the worker to the workers next certified H2A employer, whichever the worker prefers (2) Reimburse the worker the full amount of any deductions made from the workers pay by the employer for transportation and subsistence expenses to the place of employment (3) Pay the workers for any costs incurred by the worker transportation and subsistence to the employers place of employment. Whether such an event constitutes a contract impossibility will be determined by the CO.

Proof of Citizenship

All workers hired under this order will be required to provide documentation attesting to U.S. citizenship or legal status to work in the U.S.

Agricultural Work Agreement

A copy of the agricultural work agreement contract or the ETA 790 and attachments will be provided to the worker by the employer no later than on the day the work commences or the day a worker applies for a visa.

Other

The employer agrees to abide by the regulations at 20 CFR 655.135, Assurances. The working conditions will comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws. The employer is an Equal Employment Opportunity employer and will offer U.S. workers at least the same opportunities, wages,

benefits, and working conditions as those in which the employer offers or intends to offer to non-immigrant workers.

Work Rules

The following rules are intended to provide standards of conduct expected of workers employed under this contract. Violations of these rules or other lawful, job-related employer requirements will be considered grounds for termination. In cases of less serious violations, penalties such as suspension without pay for up to three days will be imposed. Workers are expected to comply with ALL rules related to discipline, attendance, work quality or quantity and the care or maintenance of all property.

1. Workers who perform fraudulent or sloppy work will be suspended without pay for the remainder of the workday or up to three days based on the supervisor's consideration of the degree of infraction, the worker's prior record, and other relevant factors. Subsequent offenses may result in termination or discharge.
2. No use or possession of alcohol or unlawful drugs is permitted during work time or during any workday or before work is completed for that day (such as during meal or break periods). Workers may not report for work under the influence of alcohol or illegal drugs. Illegal drugs may not be used or kept on the employer's premises. Random drug testing may be conducted by employer; employees must be willing to submit to a random drug test(s).
3. Excessive absences or tardiness will not be permitted. Excessive absence is defined as three consecutive days of unexcused absence or five unexcused absences within a 30-day period without the employer's consent.
4. Workers are expected to maintain cleanliness of their living quarters and shall promptly report problems to the employer. Workers shall cooperate with other workers assigned to the same housing in maintaining cleanliness of kitchen, dining, bathroom and living areas.
5. Workers living in employer-provided housing that are assigned bunk beds may not separate or move bunk beds.
6. Workers living in employer-provided housing may not cook in sleeping rooms or any other non-kitchen areas.
7. Workers may not repeatedly drop paper, cans, bottles, or other trash in fields, packinghouses, or housing areas. Trash and waste receptacles must be used.
8. With the exception of the worker's assigned housing and/or work area/field, workers may not enter employer's premises without authorization by the person in charge.
9. With the exception of the worker's assigned housing, workers may not enter the employer's premises at times other than during hours the employee is scheduled to work.
10. Workers may not begin work prior to the scheduled starting time or continue working after stopping time unless authorized by the employer.
11. Workers may not abuse or extend break periods which may be provided or take unauthorized breaks from work.
12. Workers may not deliberately restrict production.
13. Workers may not engage in horseplay, scuffling, throwing things, wasting time or loitering during work hours. Worker may be discharged for fighting on the employer's premises at any time.
14. Workers may not post or remove any notices, signs or other instructions on the employer's property.
15. Worker may be discharged if they steal from fellow workers or from the employer.
16. Workers may not falsify personal, medical, production or other work-related records.
17. Workers may not willfully abuse or destroy any machinery, equipment, tools or other property belonging to the employer or other employees.
18. After the first full day of employment, workers are to keep up with fellow workers and not detrimentally affect other workers' productivity.
19. Workers may not commit acts of insubordination.
20. Workers may not interrupt other workers' rest/sleep periods by excessive or unnecessary noise or commotion.

- 21. Workers may not have guests in employer-provided housing past 10:00 pm on Sunday through Friday or on Saturday past 12:00 am. Workers and/or their guests may not engage in indecent, immoral or illegal conduct at any time on the employer's premises.
- 22. Repeated failure to follow instructions, obey safety requirements, equipment and vehicle operation instructions may result in termination.
- 23. Any worker who repeatedly impedes the progress of the group by tardiness, leaving early, lax adherence to harvesting or packing standards, or rough handling of produce may be terminated.
- 24. No firearms or other weapons may be brought onto the employer's premises AT ANY TIME.
- 25. The use of cellular telephones is not permitted during work hours, unless in cases of special circumstances where use must first be approved in writing by a farm manager.

Failure to comply with the above work rules may result in termination or discharge.

Note: If you do not understand any of the above rules, please ask your supervisor for an explanation.

The undersigned Grower desires to engage the undersigned Harvester for the purpose of providing H-2A temporary agricultural workers ("agricultural workers") to harvest tomatoes, cantaloupe and honeydew ("Crop") at the following farm location(s): Eastville Farm: 4300 Old Town Neck, Cape Charles, VA 23510; Outten Farm: 6407 Wilsonia Neck Rd., Machipungo, VA 23405; Outten East Farm: 12300 Machipungo Ln., Machipungo, VA 23405; Drewer Farm: 13348 Indian Trail Rd., Painter, VA 23420; Duer Farm: 14411 Indian Trail Rd., Painter, VA 23420; Kilmon Farm: 15500 Valley Dale Ln., Bellehaven, VA 23306; Virginia Farm: 22246 Stone House Rd., Onley VA 23418; Bull Farm: 24085 Curtis Neck Rd., Accomac, VA 23301; and Wessells Farm: Matthews Road, Bloxom, VA 23308.

This Crop, based upon the weather, should be ripe for harvesting on or about the date of June 18, 2016 and said harvesting activities should be completed on or about October 15, 2016, for the Virginia Summer Season.